

INVITATION TO BID

Bid Number: 151642, Furniture Science Dept. Mid City Campus

Bids Will Be Publicly Opened: June 30, 2016, 9:00 a.m. CST

Bid Release Date: 06/01/16



INSTRUCTION TO BIDDERS

- 1 Baton Rouge Community College (BRCC) will open all timely submitted sealed bids at its office located at 201 Community College Drive, Office of the Vice Chancellors Conference Room 200, Governors Building, Baton Rouge, LA 70806, on **June 30, 2016 at 9:00 a.m. CST**, in response to this Invitation to Bid. All Bids will be publicly opened and read aloud.
- 2 To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number. Deliver to 201 Community College Drive, Office of the Vice Chancellors, Room 200, Governors Building, Baton Rouge, LA 70806 on or before the bid opening time. **DO NOT FAX OR EMAIL YOUR BID.**
- 3 All bid prices and information shall be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by the Bidder.
- 4 Payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last. Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695.
- 5 Bids submitted are subject to provisions of the laws of the State of Louisiana including, but not limited to, La. Title 39: 1551-1736, Chapter 17; Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms conditions, and specifications listed in this solicitation.
- 6 Bids shall be signed by a person authorized to bind the vendor in accordance with L.R.S. 39:1594. SEE No. 25.
- 7 By signing this Invitation to Bid, the Bidder certifies compliance with all Instructions to Bidders, terms, conditions, and specifications and further certifies that this Bid is made without collusion or fraud.
- 8 By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed at WWW.EPLS.GOV.

Signature of Authorized Bidder:
(Shall be signed and dated)

Company:
(Typed or printed)

Name, (Typed or Printed)

Address

City, State, Zip

Payment Terms: _____

Telephone No. _____

Email Address: _____

Fax No. _____

STANDARD TERMS AND CONDITIONS

- 1 Bid form.
All written Bids shall be submitted on the Bid Forms provided and in accordance with the Bid package and, properly signed. Bids submitted in the following manner will not be accepted:
 - A. Bid Instructions and Bid Forms contain no signature indicating intent to be bound;
 - B. Bid filled out in pencil;
 - C. Bid not submitted on BRCC's standard Bid Package and Bid Form.
 - D. Telegraphic or facsimile bids.
- 2 Receipt of Bids.
Bids shall be received at the address specified in this Invitation prior to Bid opening time in order to be considered. Entire Bid Packages shall be returned. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location specified. BRCC is not responsible for any delays caused by the bidder's chosen means of bid delivery. BRCC is not responsible for late deliveries that make use of BRCC's interoffice mail service.
- 3 Bid Opening.
Bidders may attend the Bid opening, but no information or opinions concerning the ultimate contract award will be given at the Bid opening or during the evaluation process. Bids may be examined within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Unsuccessful bidders submitting a response to the solicitation will be provided a copy of the tabulated results by providing a self-addressed stamped envelope with the original bid package.
- 4 Withdrawal of Bids.
A bidder may only withdraw a bid within forty-eight (48) hours after a bid opening, excluding Saturdays, Sundays and legal holidays, for good cause as for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.
- 5 Standards of Quality.
Any product or services bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trademark, brand name or catalog number used in the specifications is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidders shall specify the brand and model number of the product offered in his Bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation. Objections to the specifications or bid conditions shall be filed in writing and received by the Purchasing Department at least five (5) days prior to the date of the bid opening.
- 6 New Products.
Unless specifically called for in the Invitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrated, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the Invitation.
- 7 Descriptive Information.
Bidders proposing an equivalent brand or model should submit, with the Bid information, such illustrations, descriptive literature, technical data, etc. sufficient for BRCC's Purchasing Department to evaluate quality, suitability, and compliance with the specifications in the Invitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to manufacturer's public specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), Bidder shall state in what respect item(s) deviate. Failure to note exceptions on the Bid form will not relieve the successful Bidder(s) from supplying the actual products requested.
- 8 Prices & Delivery.
Unless otherwise specified by BRCC in the Invitation, Bid prices shall be complete, including transportation prepaid by Bidder to destination and firm for acceptance for a minimum of 45 days. Prices are to be bid on unit of measure requested, per roll, per reel, per carton, per gallon, etc., as specified in the Invitation. If accepted, prices shall be firm for the contractual period.

Bids other than Platform Delivery F.O.B. destination may be rejected. Platform Delivery FOB Destination means the successful bidder shall deliver and unload purchased items to the dock of the designated point of receipt. All cartage, drayage, packaging, handling, palletizing, etc. shall be included in the Bid price. Include a packaging list that includes the purchase order number with each shipment.

Bids may be rejected if the delivery time indicated is longer than that specified in the Invitation.

- 9 Taxes.
Vendor is responsible for including all applicable taxes in the Bid Price. BRCC is exempt from all state and local sales and use taxes.
- 10 Award.
A purchase order/contract will be awarded to the Bidder who has provided a responsive and responsible Bid at the most favorable Bid Price as determined by the signed Bid Form.

BRCC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all Bids and waive any informalities. The purchase order, faxed, mailed, or delivered to the successful bidder is the official authorization to deliver the materials, supplies or equipment.
- 11 Invoices.
Invoices shall be submitted to, Baton Rouge Community College, Accounts Payable, 201 Community College Drive, Baton Rouge, Louisiana, 70806. The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and deliver point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form. Payment will be made on the basis of the unit price as listed in the purchase order/contract. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities or services.
- 12 Purchase Order/Contract Cancellation for Cause.
BRCC has the right to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to, the following:
- (1) Failure to deliver within the time specified in the contract;
 - (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition;
 - (3) Misrepresentation by the contractor;
 - (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BRCC;
 - (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law;
 - (6) Any other breach of contract.
- 13 Termination of the Purchase Order/Contract for Convenience.
BRCC may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or by negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 14 Termination for Non-Appropriation of Funds
The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 15 Default of Contractor.
Failure to deliver within the time specified in the Bid will constitute a default and may cause cancellation of the contract. Where BRCC has determined the contractor to be in default, BRCC reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered.

- 16 Order of Priority.
In the event there is a conflict between the Instructions to Bidder or Standard Terms and Conditions or Special Terms and Conditions, the Special Term and Conditions shall govern.
- 17 Applicable Law.
All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 18 Terms and Conditions.
This solicitation contains all terms and conditions with respect to the commodities herein, any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.
- 19 Equal Opportunity.
By submitting and signing the Bid, Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Bidders shall keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.
- 20 Indemnity.
Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action or to take other appropriate measures to indemnify, and hold harmless, BRCC and its employees from and against all claims and actions for bodily injury, death or property damages cause by the fault of a contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of BRCC or its employees.
- 21 Non-Exclusivity Clause.
This agreement is non-exclusive and shall not in any way preclude BRCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.
- 22 Price Reductions.
Whenever there is a reduction in price which is lower than the contract price offered to similarly situated customers contracting for the same period and under similar terms and conditions, the reduction shall be presented to the Purchasing Department.
- 23 Preference of Louisiana Products.
In accordance with La. R.S. 39:1595 a preference claim may be made for materials, supplies equipment or products manufactured, produced, grown, or assembled in Louisiana of equal quality. To claim a preference, a Bidder shall fully comply with the requirements and conditions of law and complete the preference statement as part of the Bid Package. Preferences shall not apply to service contracts.

Claiming Preference.

Do you claim a preference? Yes _____ No. _____

Specify Line Number(s) _____

Specify location within Louisiana where product is manufactured, produced, grown, or assembled: _____

Do you have a Louisiana business workforce? Yes _____ No _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes _____ No _____

Failure to specify above information may cause elimination of preference. Preferences shall not apply to service contracts.

- 24 Preference for United States Products.
In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal

in quality to other materials, supplies products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____ YES

Specify line number(s): _____

Specify the location within the United States where this product is manufactured:

(NOTE: If more space is required, include on a separate sheet.)

25 Signature Authority.

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE.

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.

3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/ AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

26 It is the Bidder's responsibility to check the LaPac website frequently for any possible addenda that may be issued. BRCC is not responsible for a Bidder's failure to download any addenda documents required to complete the Invitation to Bid.

SPECIAL TERMS AND CONDITIONS

1. All items will be awarded as all or none. This is for a one time purchase. A purchase order will be issued to the successful bidder.
2. The quantities listed are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by BRCC to increase or decrease the amount at the unit price and terms stated in the bid.
3. Delivery and Installation Requirements: Vendor shall deliver, assemble, set in place, and remove any debris & packing material. The cost of these services must be included in the unit price of each item. **Delivery must be made within 4 – 6 weeks after receipt of purchase order.**
4. Other Instructions: Vendor submitting a bid shall be in the business covered herein, either wholesale or retail. Vendor submitting a bid shall be a factory authorized agent and installer for the manufacturer of the equipment quoted.

If quoting an equal, supply supporting documentation for each item. Supply this information in the sealed bid package.

5. Successful Bidder delivers and installs:

Baton Rouge Community College
 Cypress Building
 201 Community College Drive
 Baton Rouge, Louisiana
6. BRCC Point of Contact for this bid: Hilary Stephenson – stephensonh@mybrcc.edu

BID FORM

Line	Part Number	Item Description	QTY	Unit Price	Extended Price
1	Steelcase 480120 or equal	Chair, Node, Tripod Base, High Back, Work Surface with Tablet Stand, Wheels for Hard Floors. Colors: Work Surface – Platinum Solid (6249); Shell Color – Chili (6338); Base Color – Platinum (6249).	60		
2	Steelcase 480120 or equal	Chair, Node with 5 Star Base, Chair Height, High Back, No Work Surface, Wheels for Hard Floors. Colors: Shell Color – Chili (6338); Base Color – Platinum (6249)	4		
3	Steelcase VTC2466 or equal	Verb Chevron Table, 24” x 66”, Fixed Leg, Leg with Glides (No dock or storage). Colors: Laminate – Tungsten Fiber (2852); Leg Finish – Platinum Metallic (4799); Finish - Sterling Solid (6059)	2		
4	Steelcase TS31201A or equal	Shortcut Stool without cushion, Wheels for Hard Floor. Colors: Colors: Shell Color – Chili (6338); Base Color – Platinum Metallic (4799)	2		
				GRAND TOTAL:	